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**Byleasing Holdings Limited**  
**百應租賃控股有限公司**

*(Incorporated in the Cayman Islands with limited liability)*  
**(Stock Code: 8525)**

**DISCLOSEABLE TRANSACTIONS IN RELATION TO  
THE FINANCE LEASE AGREEMENTS**

**CHARACTERISTICS OF GEM OF THE STOCK EXCHANGE OF HONG KONG  
LIMITED (THE “EXCHANGE”)**

**GEM has been positioned as a market designed to accommodate small and mid-sized companies to which a higher investment risk may be attached than other companies listed on the Exchange. Prospective investors should be aware of the potential risks of investing in such companies and should make the decision to invest only after due and careful consideration.**

**Given that the companies listed on GEM are generally small and mid-sized companies, there is a risk that securities traded on GEM may be more susceptible to high market volatility than securities traded on the Main Board and no assurance is given that there will be a liquid market in the securities traded on GEM.**

*This announcement, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the GEM Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief the information contained in this announcement is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this announcement misleading.*

## **FINANCE LEASE AGREEMENTS WITH LESSEE G**

On 16 October 2018 (after market close), the Purchaser, an indirectly wholly-owned subsidiary of the Company, entered into two sale-leaseback transactions with Lessee G under the Finance Lease Agreements. Pursuant to the Finance Lease Agreements, the Purchaser would purchase from Lessee G the Leaseback Assets I and Leaseback Assets II at the considerations of (i) RMB17,000,000 (equivalent to approximately HK\$19,274,376); and (ii) RMB1,000,000 (equivalent to approximately HK\$1,133,787), respectively, and lease to Lessee G (i) the Leaseback Assets I for a term of 36 months in return for Lease Payment I; and (ii) the Leaseback Assets II for a term of 36 months in return for Lease Payment II, respectively.

## **IMPLICATIONS UNDER THE GEM LISTING RULES**

As one or more of the applicable percentage ratios (as defined in the GEM Listing Rules) for the transaction contemplated under the Finance Lease Agreement I exceeds 5% but less than 25%, such transaction constitutes a disclosable transaction of the Company under Chapter 19 of the GEM Listing Rules and is subject to the notification and announcement requirements under the GEM Listing Rules. Furthermore, as one or more of the applicable percentage ratios (as defined in the GEM Listing Rules) for the transaction contemplated under the Finance Lease Agreement II, when aggregated with those contemplated under the Finance Lease Agreement I, exceed 5% but are less than 25%, such transactions constitute discloseable transactions for the Company under Chapter 19 of the GEM Listing Rules and are subject to the notification and announcement requirements under the GEM Listing Rules.

## **INTRODUCTION**

On 16 October 2018 (after market close), the Purchaser, an indirectly wholly-owned subsidiary of the Company, entered into two sale-leaseback transactions with Lessee G under the Finance Lease Agreements. Pursuant to the Finance Lease Agreements, the Purchaser would purchase from Lessee G the Leaseback Assets I and Leaseback Assets II at the considerations of (i) RMB17,000,000 (equivalent to approximately HK\$19,274,376); and (ii) RMB1,000,000 (equivalent to approximately HK\$1,133,787), respectively, and lease to Lessee G (i) the Leaseback Assets I for a term of 36 months in return for Lease Payment I; and (ii) the Leaseback Assets II for a term of 36 months in return for Lease Payment II, respectively.

## FINANCE LEASE AGREEMENTS WITH LESSEE G

The principal terms and conditions of the Finance Lease Agreements are summarized as follow:

### Finance Lease Agreement I

Date: 16 October 2018 (after market close)

Parties: The Purchaser

Lessee G

Assets acquired: The leaseback assets are 438 pieces/sets of agriculture and subsidiary foodstuffs processing equipment (the “**Leaseback Assets I**”).

Consideration: The consideration for the purchase of the Leaseback Assets I is RMB17,000,000 (equivalent to approximately HK\$19,274,376) (the “**Consideration I**”).

The Consideration I payable by the Purchaser was based on the original purchase price payable by Lessee G for the purchase of the Leaseback Assets I as evidenced by the purchase contract entered into between the vendor and Lessee G. In determining the amount of Consideration I, the Purchaser has made reference to the appraised value of the Leaseback Assets I in the valuation report prepared by the qualified PRC valuer, being an Independent Third Party, and through arm’s length negotiations with Lessee G.

Payment of consideration: Subject to the fulfilment of certain conditions, including, among others, the receipt by the Purchaser from Lessee G (i) all necessary approvals regarding the transfer of the Leaseback Assets I; (ii) complete set of documents or proof documents in respect of the ownership of the Leaseback Assets I; (iii) documents, files, parts and accessories accompanied with the Leaseback Assets I; (iv) full description of the existing state of the Leaseback Assets I; (v) evidence of due payments of the purchase price of the Leaseback Assets I; and (vi) Lessee G's declaration that no encumbrance has been created in respect of the Leaseback Assets I, the Purchaser shall pay to Lessee G the Consideration I within 7 business days after the fulfilment of the aforesaid conditions.

Ownership of the Leaseback Assets I: The Purchaser will be entitled to the Leaseback Assets I upon payment of the Consideration I.

Lease term: The Leaseback Assets I is leased from the Purchaser to Lessee G for a term of 36 months commencing from the effective date of the Finance Lease Agreement I.

Lease payment: The lease payment for the entire lease term is RMB19,890,000 (equivalent to approximately HK\$22,551,020) (the "**Lease Payment I**").

The Lease Payment I shall be payable by Lessee G by 36 monthly instalments commencing from the effective date of the Finance Lease Agreement I. The monthly instalment in respect of the Lease Payment I is RMB552,500 (equivalent to approximately HK\$626,417).

The Lease Payment I for the entire lease term was based on the Consideration I plus the total amount of interest agreed to be charged by the Purchaser to Lessee G for the entire lease term.

The interest rate for the sale-leaseback transaction under the Finance Lease Agreement I is 10.49% per annum. The interest rate was determined by the Purchaser and Lessee G through arm's length negotiation, and in determining the interest rate, the Purchaser has taken into account the prevailing bank lending rate, the creditability of Lessee G with reference to its credit track record, as well as the interest rate of comparable companies of Lessee G.

Security deposit:

A security deposit of RMB1,700,000 (equivalent to approximately HK\$1,927,438) shall be payable by Lessee G to secure the performance of its obligations under the Finance Lease Agreement I. In addition, the Purchaser may (i) apply the security deposit to settle the final outstanding amount of the Lease Payment I; or (ii) pay it back to Lessee G without interest after Lessee G has fully discharged its payment obligation under the Finance Lease Agreement I.

Default payment:

If Lessee G fails to pay any amount of the Lease Payment I due or any other amount payable under the Finance Lease Agreement I, Lessee G shall make default payment since the payment due date, which is equivalent to the product of (i) the amount of late payment; (ii) a daily default rate of 0.13%; and (iii) the number of days from the payment due date to the full settlement date.

Retention consideration:

Subject to the fulfilment of all of Lessee G's obligations under the Finance Lease Agreement I and the payment of the last instalment for the Lease Payment I, Lessee G may purchase the Leaseback Assets I from the Purchaser upon payment of the retention payment at the consideration of RMB1,000 (equivalent to approximately HK\$1,134).

Advance purchase by Lessee G: The Purchaser agree that Lessee G may purchase the Leaseback Assets I in advance if (i) there is no default on the part of Lessee G (or has there been any default, such default has been cured and the default payments have been duly made); (ii) Lessee G gives the Purchaser a 30-day advance notice of the proposed advance purchase; (iii) 6 months have passed since the commencement of the lease term; and (iv) the Purchaser has issued consent in writing to the proposed advance purchase by Lessee G.

Events of default: The Purchaser may take possession and dispose of the Leaseback Assets I and/or declare that the outstanding lease payment, other amounts payable by Lessee G and the default payment shall be immediately payable by Lessee G and/or take legal action in the occurrence of certain triggering events, including, among others, the failure to pay on time any instalment of the Lease Payment I or any other amount payable by Lessee G in full or the failure of Lessee G to perform any other duties and obligations under the Finance Lease Agreement I.

## **Finance Lease Agreement II**

Date: 16 October 2018 (after market close)

Parties: The Purchaser

Lessee G

Assets acquired: The leaseback assets are 1,022 pieces/sets of agriculture and subsidiary foodstuffs processing equipment (the “**Leaseback Assets II**”).

Consideration: The consideration for the purchase of the Leaseback Assets II is RMB1,000,000 (equivalent to approximately HK\$1,133,787) (the “**Consideration II**”).

The Consideration II payable by the Purchaser was based on the original purchase price payable by Lessee G for the purchase of the Leaseback Assets II as evidenced by the purchase contract entered into between the vendor and Lessee G. In determining the amount of Consideration II, the Purchaser has made reference to the appraised value of the Leaseback Assets II in the valuation report prepared by the qualified PRC valuer, being an Independent Third Party, and through arm's length negotiations with Lessee G.

- Payment of consideration: Subject to the fulfilment of certain conditions, including, among others, the receipt by the Purchaser from Lessee G (i) all necessary approvals regarding the transfer of the Leaseback Assets II; (ii) complete set of documents or proof documents in respect of the ownership of the Leaseback Assets II; (iii) documents, files, parts and accessories accompanied with the Leaseback Assets II; (iv) full description of the existing state of the Leaseback Assets II; (v) evidence of due payments of the purchase price of the Leaseback Assets II; and (vi) Lessee G's declaration that no encumbrance has been created in respect of the Leaseback Assets II, the Purchaser shall pay to Lessee G the Consideration II within 7 business days after the fulfilment of the aforesaid conditions.
- Ownership of the Leaseback Assets II: The Purchaser will be entitled to the Leaseback Assets II upon payment of the Consideration II.
- Lease term: The Leaseback Assets II is leased from the Purchaser to Lessee G for a term of 36 months commencing from the effective date of the Finance Lease Agreement II.
- Lease payment: The lease payment for the entire lease term is RMB1,170,000 (equivalent to approximately HK\$1,326,531) (the "**Lease Payment II**").

The Lease Payment II shall be payable by Lessee G by 36 monthly instalments commencing from the effective date of the Finance Lease Agreement II. The monthly instalment in respect of the Lease Payment II is RMB32,500 (equivalent to approximately HK\$36,848).

The Lease Payment II for the entire lease term was based on the Consideration II plus the total amount of interest agreed to be charged by the Purchaser to Lessee G for the entire lease term.

The interest rate for the sale-leaseback transaction under the Finance Lease Agreement II is 10.49% per annum. The interest rate was determined by the Purchaser and Lessee G through arm's length negotiation, and in determining the interest rate, the Purchaser has taken into account the prevailing bank lending rate, the creditability of Lessee G with reference to its credit track record, as well as the interest rate of comparable companies of Lessee G.

Security deposit:

A security deposit of RMB100,000 (equivalent to approximately HK\$113,379) shall be payable by Lessee G to secure the performance of its obligations under the Finance Lease Agreement II. In addition, the Purchaser may (i) apply the security deposit to settle the final outstanding amount of the Lease Payment II; or (ii) pay it back to Lessee G without interest after Lessee G has fully discharged its payment obligation under the Finance Lease Agreement II.

Default payment:

If Lessee G fails to pay any amount of the Lease Payment II due or any other amount payable under the Finance Lease Agreement II, Lessee G shall make default payment since the payment due date, which is equivalent to the product of (i) the amount of late payment; (ii) a daily default rate of 0.13%; and (iii) the number of days from the payment due date to the full settlement date.

Retention consideration:	Subject to the fulfilment of all of Lessee G's obligations under the Finance Lease Agreement II and the payment of the last instalment for the Lease Payment II, Lessee G may purchase the Leaseback Assets II from the Purchaser upon payment of the retention payment at the consideration of RMB1,000 (equivalent to approximately HK\$1,134).
Advance purchase by Lessee G:	The Purchaser agree that Lessee G may purchase the Leaseback Assets II in advance if (i) there is no default on the part of Lessee G (or has there been any default, such default has been cured and the default payments have been duly made); (ii) Lessee G gives the Purchaser a 30-day advance notice of the proposed advance purchase; (iii) 6 months have passed since the commencement of the lease term; and (iv) the Purchaser has issued consent in writing to the proposed advance purchase by Lessee G.
Events of default:	The Purchaser may take possession and dispose of the Leaseback Assets II and/or declare that the outstanding lease payment, other amounts payable by Lessee G and the default payment shall be immediately payable by Lessee G and/or take legal action in the occurrence of certain triggering events, including, among others, the failure to pay on time any instalment of the Lease Payment II or any other amount payable by Lessee G in full or the failure of Lessee G to perform any other duties and obligations under the Finance Lease Agreement II.

## **REASONS FOR AND BENEFITS OF THE TRANSACTIONS**

The principal business of the Purchaser is primarily providing finance leasing, factoring services and advisory services to its customers in the PRC. The Finance Lease Agreements will enable the Group to earn an aggregate income of approximately RMB3,782,000 (equivalent to approximately HK\$4,287,982).

Given that the Finance Lease Agreements were entered into in the ordinary and usual course of business of the Purchaser and agreed between the Purchaser and Lessee G on the normal commercial terms, the Directors are of the view that the terms of the Finance Lease Agreements are fair and reasonable and are in the interest of the Group and the Shareholders as a whole.

## **INFORMATION ABOUT THE COMPANY**

The Group is primarily providing finance leasing services, factoring services and advisory services to the customers.

## **INFORMATION ABOUT THE PURCHASER**

The Purchaser is a company established in the PRC and is principally engaged in finance leasing business, leasing business, leasing trading consultancy and guarantee and factoring services.

## **INFORMATION ABOUT LESSEE G**

Lessee G is a company established in the PRC and is principally engaged in developing agricultural technology, sale and processing agriculture subsidiary foodstuffs, import and export self- and agent goods and technology. To the best of the Directors' knowledge, information and belief and having made all reasonable enquiries, Lessee G and its ultimate beneficial owners are Independent Third Parties.

## **IMPLICATIONS UNDER THE GEM LISTING RULES**

As one or more of the applicable percentage ratios (as defined in the GEM Listing Rules) for the transaction contemplated under the Finance Lease Agreement I exceeds 5% but less than 25%, such transaction constitutes a disclosable transaction of the Company under Chapter 19 of the GEM Listing Rules and is subject to the notification and announcement requirements under the GEM Listing Rules. Furthermore, as one or more of the applicable percentage ratios (as defined in the GEM Listing Rules) for the transaction contemplated under the Finance Lease Agreement II, when aggregated with those contemplated under the Finance Lease Agreement I, exceed 5% but are less than 25%, such transactions constitute discloseable transactions for the Company under Chapter 19 of the GEM Listing Rules and are subject to the notification and announcement requirements under the GEM Listing Rules.

## DEFINITIONS

In this announcement, the following expressions shall, unless the context requires otherwise, have the following meanings:

“Company”	Byleasing Holdings Limited (百應租賃控股有限公司), an exempted company incorporated in the Cayman Islands with limited liability on 5 June 2017, the Shares of which are listed on the Exchange (stock code: 8525)
“Directors”	the director(s) of the Company
“Finance Lease Agreement I”	the finance lease agreement I dated 16 October 2018, after market close, entered into between the Purchaser and Lessee G in respect of a sale-leaseback transaction
“Finance Lease Agreement II”	the finance lease agreement II dated 16 October 2018, after market close, entered into between the Purchaser and Lessee G in respect of a sale-leaseback transaction
“Finance Lease Agreements”	the Finance Lease Agreement I and Finance Lease Agreement II
“GEM”	the GEM operated by the Exchange
“GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM
“Group”	the Company and its subsidiaries as of the date of this announcement
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Hong Kong dollars” or “HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Independent Third Party”	the third party independent of and not connected with (within the meaning of the GEM Listing Rules) any Directors, chief executive of the Company or substantial Shareholders, its subsidiaries and their respective associates

“Lessee G”	a company established in the PRC, principally engaged in developing agricultural technology, sale and processing agriculture subsidiary foodstuffs, import and export self-and agent goods and technology, and the lessee under the Finance Lease Agreements
“PRC”	the People’s Republic of China, but for the purpose of this announcement and for geographical reference only and except where the context requires, references in this announcement to “PRC” do not apply to Taiwan, Macau Special Administrative Region and Hong Kong
“Purchaser”	Xiamen Baiying Leasing Co., Ltd.* (廈門百應融資租賃有限責任公司), a company established in the PRC principally engaged in finance leasing business, leasing business, leasing trading consultancy and guarantee and factoring services, an indirectly wholly-owned subsidiary of the Company
“RMB”	Renminbi, the lawful currency for the time being of the PRC
“Share(s)”	ordinary share(s) with a par value of HK\$0.01 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the Share(s)

\* *denotes English translation of the name of a Chinese company or entity, or vice versa, and is provided for identification purpose only*

By Order of the Board  
**Byleasing Holdings Limited**  
**Zhou Shiyuan**  
*Chairman*

Fujian Province, PRC, 16 October 2018

*As of the date of this announcement, the executive Directors are Mr. Huang Dake, Mr. Chen Xinwei and Mr. Zhou Shiyuan; the non-executive Director is Mr. Ke Jinding; and the independent non-executive Directors are Mr. Chen Chaolin, Mr. Xie Mianbi and Mr. Tu Liandong.*

*For the purpose of this announcement, translations of RMB into HK\$ or vice versa have been calculated by using an exchange rate of RMB0.8820 equal to HK\$1.00. Such exchange rate has been used, where applicable, for the purpose of illustration only and does not constitute a representation that any amounts were or may have been exchanged at this or any other rates or at all.*

*This announcement will remain on the GEM website at [www.hkgem.com](http://www.hkgem.com) on the “Latest Company Announcements” page for at least seven days from the date of its posting and remains on the Company’s website at [www.byleasing.com](http://www.byleasing.com).*